3836

BILL NO. S-77-10-35

SPECIAL ORDINANCE NO. S-237-77

AN ORDINANCE approving a contract with Water Works Suppliers for materials for Water Maintenance & Service Dept.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated October 12, 1977, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and Water Works Suppliers, for:

13 16" Butterfly Valves, Kennedy 50C
Mechanical Joint With Accessories

Total: $11,992.50

all as more particularly set forth on City Utilities Purchase Order No. 9307, which is on file in the Office of the Department of Purchasing and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Councilman

APPROVED AS TO FORM
AND LEGALITY,

CITY ATTORNEY

Read the first time in full and on motion by Burns, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on City Utilities (and ~~the City Plan Commission~~ for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19__, at _____ o'clock ___ M., E.S.T.

DATE: 10-25-77

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by D. Schmidt, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BURNS	✓				
HINGA	✓				
HUNTER	✓				
MOSES	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE: 11-8-77

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~ZONING MAP~~) (GENERAL) (~~ANNEXATION~~) (SPECIAL) (~~APPROPRIATION~~) ORDINANCE (RESOLUTION) No. R-237-77 on the 8th day of November, 1977.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of November, 1977 at the hour of 11:45 o'clock A M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 10th day of November, 1977 at the hour of 10:00 o'clock A M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-77-10-35

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance approving a contract with Water Works Suppliers for materials for Water Maintenance & Service Dept.

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance DO PASS.

PAUL M. BURNS - CHAIRMAN

FREDRICK R. HUNTER - VICE CHAIRMAN

VIVIAN G. SCHMIDT

WINFIELD C. MOSES, JR.

JAMES S. STIER

11-8-77
DATE

CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

Memorandum

To H. P. Wehrenberg, Board of Works Date October 12, 1977

From Ruth Winget, Purchasing Department

Subject Quote #0017, Butterfly Valves

COPIES TO:

R. Walker
D. Foland
B. Drew

Herewith are quotes (Quote No. 0017) relating to Purchase Order No. 9307 prepared favoring Water Works Suppliers for Water Engineering Department.

The attached October 11, 1977 memorandum endorsed by the Chief Water Engineer explains the reasons for favoring Water Works Suppliers for thirteen (13) Butterfly Valves at total price of $11,992.50.

Attached are the following documents in support of the recommendation for acceptance of Water Works Suppliers quote:

1. Copy of Tab Sheet.
2. All Vendors Quotes.
3. Copy of Purchase Order.
4. Memorandum from Water Engineering Dept.

It is urged that in referring this quote to the City Council for enactment of an ordinance, that all of the attached items, together with this memorandum (or copies), be included with the proposed ordinance.

Please make sure that no confirming Purchase Order Number is given to Water Works Suppliers until evidence of Council approval is furnished to the Purchasing Department.

R. A. Winget

Approved: A. C. Lord

65-99-13

Memorandum

To Ruth Winget, Buyer, Purchasing Dept. Date Oct. 11, 1977

From D. L. Foland, P.E., Chief Water Engineer

Subject Butterfly Valve Quotation #0017

COPIES TO:

Board of Works

Water Maint.

I have reviewed the 6 bids submitted for the purchase of 8 - 16" butterfly valves on your above "Request for quotation #0017".

Initially, I would like to point out that the butterfly valves offered by Dresser Manufacturing do not meet our specifications; the valves offered by Kennedy Valve Manufacturing Company do not include the flange-to-mechanical joint adapters (which would have to be acquired separately at an additional cost of approx. $475.00 per valve); American Darling Valve Company quotation is for a valve with the rubber seat on the disc in lieu of in the body, which does not comply with our specifications; and the base valve offered by WaterWorks Suppliers is a "wafer" type valve, not complying with our specifications.

In addition to the above, I find the alternate valves offered by WaterWorks Suppliers (a Kennedy 50 "C" mechanical joint butterfly valve) may meet our specifications, except that it is a mechanical joint end valve rather than flange-end with mechanical joint adapters. The latter has been our preference in the past for ease of removal of a valve in case of major malfunctioning.

Treaty's quotation does not provide us with a brand name or model of valve which we can utilize to evaluate whether it meets our specifications. This leaves the Clow Corporation quotation as the only one completely meeting our specifications.

In evaluating these bids, one of the key factors is delivery. Clow's quote indicates 12 weeks which would place delivery well after the first of the year, whereas Treaty and WaterWorks Suppliers indicates delivery in 6 - 8 weeks. Based upon 1). our phone discussion yesterday morning that there is a possibility of acquiring a pipe-saw in the very near future, which will make removal of butterfly valves much easier and more practical, even if the valve is initially installed as a mechanical joint end valve; 2). the fact that WaterWorks Supplier's bid is approx. $240.00 less per valve; 3). WaterWorks Suppliers delivery is ½ that of Clow's; 4). these valves are required for two specific projects now ready for construction; 5). adding a second project since our original request indicates a total of 13 valves are required for the 2 projects, three valves are now in our stock and the stock valves should remain there for repair purposes, other unforeseen projects, etc., and 6). time being of essence in their receipt, I recommend we deviate from our specifications and award an order to WaterWorks Suppliers for 13 - 16" Kennedy 50 "C" Mechanical Joint Butterfly Valves with all accessories at $922.50 each or $11,992.50.

Also, by copy of this memo to the Board of Public Works, I recommend that the City Council's prior approval be requested so these valves can be obtained at the earliest possible date to meet the construction deadline for this water main, for which Mr. Wehrenberg is fully aware.

If additional information or clarification is required, or my assistance needed in gaining Council prior approval, I am available.

D. L. Foland

Tabulation of ~~BXD~~ Quote

~~BXD~~ Reference No.: 0017

Closing Date 9/28/77

Water Engineering

	Eight (8) 16" Butterfly Valves	Eight (8) Total	Thirteen (13) Now Required Per Memo Total
Kennedy Valve Mfg. Co.	$892.76/each	$7,142.08	$11,605.88
Water Works Suppliers	$957.20/each $922.50/each Alternate	$7,657.60 $7,380.00 Alternate	$12,443.60 $11,992.50
Dresser Manufacturing Div.	$892.00/each 236.00/each Nuts & Bolts $1,128.00/each	$9,024.00	$14,664.00
Clow Corporation	$1,163.00/each	$9,304.00	$15,119.00
Treaty Company	$1,213.12/each	$9,704.96	$15,770.56
American Darling Valve Co.	$1,474.00/each	$11,792.00	$19,162.00

FORM U-46

City Utilities

PURCHASE REQUISITION

Water Works Supplies
P.O. Box 29100
Cumberland, Ind.
46229
W.E.

Date Sept. 14, 1977

Please order the following Material for Delivery as Specified:

To be delivered to Water Maintenance and Service Dept. Req. No. 172

On or before 415 E. Wallace St., Ft. Wayne ~~As Soon as Possible~~ P. O. No. 9307

QUANTITY	DESCRIPTION	DIST. NO.	DEPARTMENT ESTIMATED COST
13 ~~8 ea.~~	16" Butterfly Valves, Kennedy 50C ~~with Two (2) Flange~~ ~~to~~ Mechanical Joint with accessories. ~~Adapters per valve,~~ ~~in accordance with attached specifications.~~		
	$922.50/ea.		
	F.O.B. Frt. allowed to Ft. Wayne		$11,992.50
	2%-10 ~~[illegible]~~ prox.		
	Ship 6-8 weeks		
	Per Quote #0017		
	Subj. to Councilmanic Approval.		

RECEIVED
SEP 15 1977
CITY UTILITIES
GEN. SUPT. OFFICE

REMARKS:

RW

I hereby certify that the work or supplies above specified are necessary for stock or use in this department.

Department Water Engineering Dept.

D. L. Goland [signature] Biggs
Dept. Head

Charge Light _____ Water X Sewage _____ RW

65-99-13 10/17/77

CITY OF FORT WAYNE
CITY UTILITIES

DEPARTMENT OF PURCHASES
ROOM 950 CITY—COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

ORIGINAL

PURCHASE ORDER NO. 9307

This number must appear on each package, packing slip, invoice, bill of lading, express receipt and correspondence

DATE October 12, 1977

Water Works Suppliers
P.O. Box 29100
Cumberland, Indiana 46229

SHIP TO —

Water Maintenance & Service Dept.
415 East Wallace Street
Fort Wayne, Indiana 46803

MAIL ALL INVOICES TO —
CITY UTILITIES
GENERAL ACCOUNTING
4th FLOOR CITY—COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802
INVOICE IN DUPLICATE, INCLUDING CERTIFICATION AS REQUIRED BY INDIANA STATE BOARD OF ACCOUNTS

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	ACC'T. OR W.O. NO.	UNIT PRICE	TOTAL
	13	16" Butterfly Valves, Kennedy 50C Mechanical Joint with accessories		922.50/ea	$11,992.50

APPROVED

F.O.B. Freight Allowed to Ft. Wayne
2% 10 Prox.
Ship: 6 - 8 weeks
Per Quote #0917

SUBJECT TO COUNCILMANIC APPROVAL

ATTENTION!
Send all invoices to General Accounting
4th Floor, City-County Bldg.
1 E. Main St.
Fort Wayne, Indiana 46802
Show P. O. Number on Packing Slip and Invoice.

RW/pl #W.E. 172

NOTE: TERMS OF PAYMENT MUST BE SHOWN ON FACE OF INVOICE. OTHERWISE A 2% CASH DISCOUNT WILL BE TAKEN

BY _____
CITY UTILITIES PURCHASING AGENT

CITY OF FORT WAYNE
DEPARTMENT OF PURCHASES

One Main Street
Fort Wayne, Indiana 46802

Date September 15, 1977. Request for Quotation No. 0017

To be considered your quotation must be received by ______ M. Sept. 28, 1977

To:
- Clow Corporation
- Henry Pratt Co.
- Treaty Company
- Water Works Supplies
- American Darling Valve Co.
- Kennedy Valve Mfg. Co.
- Dresser Mfg. Div.

Quantity	Unit		Unit Price	Trade Disc.	Extension
8	each	16" Butterfly Valves with Two (2) Flange to Mechanical Joint Adapters per valve, in accordance with attached specifications			

9/21/77
Called Don Foland -
Need to proceed fast -
For Feeder Main on Evard,
Maplecrest & Rothman Rds.
(?) Sub-Div. being developed.
All vendors acceptable that
have been sent to.
Mr. Ford Okayed. Ru

10/10/77
Needs for job -
ready to go now. He's
asking for definitive
approval. per Don Foland
Ru

Mark Bid Envelope,
"Quote No. 0017 Due Date 9-28-77".

TOTAL ______

Terms -

F.O.B. -

Shipping Schedule -

Shipping Weight -

Signed ______

Date ______

Ruth Winget

Ruth Winget - Buyer

[redacted]

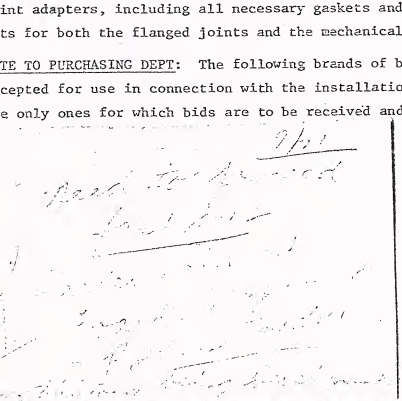
Butterfly Valves shall be manufactured to conform in all respects to the latest revisions of the American Water Works Association Standards, designation C-504, and coated inside and outside with standard bitumastic coating for water mains. The body, disc, shaft, seats, bearings and operators shall be designed, based on Class 150B and shall be of the short or long body type. The seat-ring shall be made of rubber and located in the body of the valve. The shaft may be of the through type or stub type and shall be marked on the end to indicate the position of the valve disc with respect to the shaft.

The valve disc shall be of the corrosion-resistant alloy cast iron. The valves shall be equipped with a stainless steel stop in the body to prevent the disc from rotating through the closed position. The shaft seals shall be of the "split-V' or "Chevron" type. The operator shall be permanently lubricated and sealed for buried service and shall be equipped with a two (2") inch square operating nut. The operator shall be constructed such that the valve will open when the nut is turned to the right or in a clock-wise direction. Operators for sixteen (16") inch valves may be of the traveling-nut or worm gear type. Operators for twenty-four (24") inch valves shall be of the worm gear type. A "Positive Additive Stop" may be included if required by the owner as an alternate and mounted on top of the gear reducer, prior to any mechanical advantage produced by the gear reducer, limiting the input to the gear reducer to 1,500 foot-pounds.

All screws, bolts, and/or nuts used in the assembly of the valve and exposed to the soil, when buried, shall be made of an acceptable corrosion resistant material.

In addition to the above, all butterfly valves shall be equipped with flanged ends and each complete valve shall be supplied with two (2) flange to mechanical joint adapters, including all necessary gaskets and corrosion-resistant bolts and nuts for both the flanged joints and the mechanical joints.

NOTE TO PURCHASING DEPT: The following brands of butterfly valves have been accepted for use in connection with the installation of water mains, and are the only ones for which bids are to be received and considered:



Butterfly Valves shall be manufactured to conform in all respects to the latest revisions of the American Water Works Association Standards, designation C-504, and coated inside and outside with standard bitumastic coating for water mains. The body, disc, shaft, seats, bearings and operators shall be designed, based on Class 150B and shall be of the short or long body type. The seat-ring shall be made of rubber and located in the body of the valve. The shaft may be of the through type or stub type and shall be marked on the end to indicate the position of the valve disc with respect to the shaft.

The valve disc shall be of the corrosion-resistant alloy cast iron. The valves shall be equipped with a stainless steel stop in the body to prevent the disc from rotating through the closed position. The shaft seals shall be of the "split-V' or "Chevron" type. The operator shall be permanently lubricated and sealed for buried service and shall be equipped with a two (2") inch square operating nut. The operator shall be constructed such that the valve will open when the nut is turned to the right or in a clock-wise direction. Operators for sixteen (16") inch valves may be of the traveling-nut or worm gear type. Operators for twenty-four (24") inch valves shall be of the worm gear type. A "Positive Additive Stop" may be included if required by the owner as an alternate and mounted on top of the gear reducer, prior to any mechanical advantage produced by the gear reducer, limiting the input to the gear reducer to 1,500 foot-pounds.

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NOTE TO PURCHASING DEPT: The following brands of butterfly valves have been accepted for use in connection with the installation of water mains, and are the only ones for which bids are to be received and considered:

CLOW
AMERICAN-DARLING
PRATT
KENNEDY

Prepared by:
Water Engineering Dept.
3-14-77

CITY OF FORT WAYNE
DEPARTMENT OF PURCHASES

One Main Street
Fort Wayne, Indiana 46802

RECEIVED
SEP 20 1977
QUOTATION DEPT.

Date September 15, 1977 . Request for Quotation No. 0017

To be considered your quotation must be received by _____ M. Sept. 28, 1977

To:

Kennedy Valve Mfg. Company
1021 East Water Street
Elmira, New York

Quantity	Unit		Unit Price	Trade Disc.	Extension
8	each	16" Butterfly Valves with Two (2) Flange to Mechanical Joint Adapters per valve, in accordance with attached specifications NOTE: Exceptions to attached specifications. 1. Our shafts are not marked to indicate the position of the disc. 2. We do not have a stop located in the body. 3. Our operator is a rack and pinion type. 4. We are unable to supply flange to mechanical joint adaptors. ABOVE PRICES WILL REMAIN FIRM FOR 45 DAYS FROM THE DATE OF THE BID OPENING. Mark Bid Envelope, "Quote No. 0017 Due Date 9-28-77 ".	$892.76	NET	$7,142.08
				TOTAL	$7,142.08

Terms - 2% - 10 Days - Net 30 Days from Date of Invoice.

F.O.B. - Elmira, New York with Full Freight Allowed.

Shipping Schedule - 10-20 Weeks After Receipt of Order.

Shipping Weight - 4144 lbs. Total

Signed R.L. Huggins R.L. Huggins
Cust. Serv. Correspd

Date September 26, 1977

Ruth Winget
Ruth Winget - Buyer

CITY OF FORT WAYNE
DEPARTMENT OF PURCHASES

One Main Street
Fort Wayne, Indiana 46802

Date September 15, 1977

Request for Quotation No. 0017

To be considered your quotation must be received by _____ M. Sept. 28, 1977

To:

Water Works Suppliers
P.O. Box 29100
Cumberland, Indiana 46229

Quantity	Unit		Unit Price	Trade Disc.	Extension
8	each	16" Butterfly Valves with Two (2) Flange to Mechanical Joint Adapters per valve, in accordance with attached specifications			
		Kennedy 50B Wafer Butterfly valve with two flanged to mechanical joint adapters	957.20		7657.60
	Alternate				
8	each	16" Kennedy 50C mechanical joint butterfly with accessories	922.50		7380.00
		Mark Bid Envelope, "Quote No. 0017 Due Date 9-28-77".		TOTAL	

Terms - 2% 10 th. prox

F.O.B. - Freight allowed to Fort Wayne

Shipping Schedule - 6 to 8 Wks

Shipping Weight - 4444 #

Signed Merle F. Losey
Date 9-24-77.

Ruth Winget
Ruth Winget - Buyer

CITY OF FORT WAYNE
DEPARTMENT OF PURCHASES

One Main Street
Fort Wayne, Indiana 46802

Date September 15, 1977 . Request for Quotation No. 0017

To be considered your quotation must be received by _____ M. Sept. 28, 1977

To:

Clow Corporation
51591 U. S. 31 North
South Bend, Indiana 46637

Quantity	Unit		Unit Price	Trade Disc.	Extensi
8	each	16" Butterfly Valves with Two (2) Flange to Mechanical Joint Adapters per valve, in accordance with attached specifications	$1163.00	ea.	$9,304.00
		Mark Bid Envelope, "Quote No. 0017 Due Date 9-28-77 ".	TOTAL		$9,304.00

Terms - net 30 days

F.O.B. - Foundry with LTL Freight allowed

Shipping Schedule - 12 weeks

Shipping Weight -

Signed James P Butler
Date Sept 20, 1977

Ruth Winget
Ruth Winget - Buyer

[redacted]

DEPARTMENT OF PURCHASES

One Main Street
Fort Wayne, Indiana 46802

Date September 15, 1977 . Request for Quotation No. 0017

To be considered your quotation must be received by _____ M. Sept. 28, 197 7

To:

Treaty Company
4020 Wells Street
Fort Wayne, Indiana 46808

antity	Unit		Unit Price	Trade Disc.	Extens
8	each	16" Butterfly Valves with Two (2) Flange to Mechanical Joint Adapters per valve, in accordance with attached specifications	1213.12		9704.
		Mark Bid Envelope, "Quote No. 0017 Due Date 9-28-77 ".		TOTAL	9704.96

Terms - net 30

F.O.B. - Jobsite

Shipping Schedule - 6 to 8 weeks

Shipping Weight -

Signed Gary Rule
Date 9-28-77

Ruth Winget
Ruth Winget - Buyer

CITY OF FORT WAYNE
DEPARTMENT OF PURCHASES

One Main Street
Fort Wayne, Indiana 46802

P 12:50

Date September 15, 1977 Request for Quotation No. 0017

To be considered your quotation must be received by M. Sept. 28, 1977

To:

American Darling Valve Company
2930 North 16th Street North
Birmingham, Alabama 17701

SR-7-147

Quantity	Unit		Unit Price	Trade Disc.	Extension
8	each	16" Butterfly Valves with Two (2) Flange to Mechanical Joint Adapters per valve, in accordance with attached specifications	1474.00	None	11,792.00
		NOTE: We are offering a Butterfly Valve with rubber seat on disc in lieu of seat on body. We are offering a Butterfly Valve with a ductile iron disc in lieu of ni-resist disc.			
		Mark Bid Envelope, "Quote No. 0017 Due Date 9-28-77".	TOTAL		11,792.00

Terms - Net 30 days

F.O.B. - Factory, freight allowed

Shipping Schedule - 21 weeks A.R.O.

Shipping Weight - Approx. 900 pounds each

Signed W.S. Ritchie
Date 9-21-77

Ruth Winget
Ruth Winget - Buyer

dmd DRESSER

DRESSER MANUFACTURING DIVISION

DRESSER INDUSTRIES, INC.

BRADFORD, PENNSYLVANIA 16701

REFER TO QUOTATION
NO. 01548-425T IN ORDER
OR CORRESPONDENCE

TEL: (814) 368-3131
TELEX: 91-4406

September 30, 1977

City of Fort Wayne
Department of Purchases
Room 470, City-County Building
1 Main Street
Fort Wayne, In. 46802

Attention: Ms. Ruth Winget

Subject: Your Request for Quotation #0017

Confirming our phone conversation this date regarding the subject request for quotation, Dresser Manufacturing Division is pleased to offer the following proposal.

The description for the 16" butterfly valve we propose to supply is as follows:

16" Dresser Style #450-02 Butterfly Valve, in full compliance with AWWA (C504-74) Class 150B. Cast iron flanged body and cast iron disc. Shaft is one piece carbon steel hex-mated to disc with 304 Stainless Steel journals rotating in reinforced teflon bushings. Shaft seals, disc seat, and triple lobe journal packing of Buna S. Seat ring, integrally mounted to body of 18-8 Stainless Steel. Valve equipped with 2" operating nut.

Price to apply, $892.00 each net

Dresser takes exception to the specifications set forth in your request regarding the butterfly valve as follows:

1. The seat ring located in body of valve.
2. Disc of corrosion resistant alloy cast iron.
3. Valve equipped with stainless steel stop in the body of valve.
4. Shaft seals being of the "split-V" or "Chevron" type.

We are enclosing Dresser Catalog #675 covering our #450 Butterfly Valve.

DRESSER INDUSTRIES, INC.
DRESSER MANUFACTURING DIVISION

STANDARD TERMS OF SALE

1. GENERAL

A. Seller's prices are based on these sales terms and (i) this document, together with any additional writings signed by Seller, represents a final, complete and exclusive statement of the agreement between the parties and may not be modified, supplemented, explained or waived by parol evidence, Buyer's purchase order, a course of dealing, Seller's performance or delivery, or in any other way, except in writing signed by an authorized representative of Seller, and (ii) these terms are intended to cover all sorts of Seller and Buyer hereunder, including sales and use of products, parts and all related matters. Any references by Seller to Buyer's specifications and similar requirements are only to describe the products and parts covered thereby and no warranties or other terms therein shall have any force or effect. Catalogs, circulars and similar pamphlets of Seller are issued for general information purposes only and shall not be deemed to modify the provisions hereof. All orders and contracts are subject to acceptance by Seller.

B. Prices which include freight allowances are based upon freight rates in effect on the date of quotation utilizing the economical common carrier route to destination or to freight station or rail point closest to destination. If routing or method of shipment required is more costly than the most economical common carrier route, the difference will be at Buyer's expense.

C. The agreement formed hereby and the language herein shall be construed and enforced under the Uniform Commercial Code as in effect in the State of Pennsylvania, U.S.A. on the date hereof.

2. TAXES

Any sales, use or other similar type taxes imposed on this sale or on this transaction are not included in the price. Such taxes shall be billed separately to Buyer. Seller will accept a valid exemption certificate from the Buyer if applicable; however, if an exemption certificate previously accepted is not recognized by the governmental taxing authority involved and the Seller is required to pay the tax covered by such exemption certificate, Buyer agrees to promptly reimburse Seller for the taxes paid.

3. PERFORMANCE, INSPECTION AND ACCEPTANCE

A. All products and parts shall be finally inspected and accepted within ten (10) days after arrival at point of delivery. All claims whatsoever by Buyer (including claims for shortages) excepting only those provided for under the WARRANTY AND LIMITATION OF REMEDY AND LIABILITY and PATENTS clauses hereof must be asserted in writing by Buyer within said ten (10) day period or they are waived. If this contract involves partial performances, all such claims must be asserted within said ten (10) day period for each partial performance. There shall be no revocation of acceptance. Rejection may be only for defects substantially impairing the value of products or parts and Buyer's remedy for lesser defects shall be those provided for under the WARRANTY AND LIMITATION OF REMEDY AND LIABILITY clause.

B. Seller shall not be responsible for nonperformance or delays in performance occasioned by any causes beyond Seller's reasonable control, including, but not limited to, labor difficulties, delays of vendors, fires, governmental actions and material shortages. Any delays as a occasional shall affect a corresponding extension of Seller's performance dates which are in any event, understood to be approximate. In no event shall Buyer be entitled to incidental or consequential damages for late performance or a failure to perform. Shipping arrangements must be agreed upon between Buyer and Seller before shipments are made.

C. When Buyer requests tests or inspections not regularly furnished, the cost of such tests or inspections shall be paid by Buyer unless otherwise arranged for.

D. Buyer may not return products or parts for credit unless Seller's prior written consent is obtained for such return. All return shipments must clearly identify Buyer's name and address and all return transportation charges must be prepaid. A restocking charge of twenty percent (20%) of the original purchase price (with a minimum charge of $50.00) will be charged against all returns along with a charge for any reconditioning that is deemed necessary by Seller.

4. TITLE AND RISK OF LOSS

Full risk of loss (including transportation delays and losses) shall pass to Buyer upon delivery of products to the f.o.b. point.

5. WARRANTY AND LIMITATION OF REMEDY AND LIABILITY

A. Seller warrants that its products and parts, when shipped, will meet all applicable specifications and other specific product requirements (including those of performance), if any, of this agreement, and will be free from defects in material and workmanship. All claims under this warranty must be made in writing immediately upon discovery and, in any event, within one (1) year from shipment of the applicable products or parts. Non-conforming and defective products or parts must be held for Seller's inspection and returned to the original f.o.b. point upon written request. THE FOREGOING IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED, IMPLIED AND STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS.

B. Upon Buyer's submission of a claim as provided above and its substantiation, Seller shall at its option either (i) repair or replace its product or part at the original f.o.b. point of delivery or (ii) refund an equitable portion of the purchase price.

C. THE FOREGOING IS SELLER'S ONLY OBLIGATION AND BUYER'S EXCLUSIVE REMEDY FOR BREACH OF WARRANTY AND, EXCEPT FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND REMEDIES PERMITTED UNDER THE PERFORMANCE INSPECTION AND ACCEPTANCE AND THE PATENTS CLAUSES HEREOF, THE FOREGOING IS BUYER'S EXCLUSIVE REMEDY AGAINST SELLER FOR ALL CLAIMS ARISING HEREUNDER OR RELATING HERETO WHETHER SUCH CLAIMS ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES. BUYER'S FAILURE TO COMMENCE A CLAIM AS PROVIDED ABOVE SHALL SPECIFICALLY WAIVE ALL CLAIMS FOR DAMAGES OR OTHER RELIEF, INCLUDING BUT NOT LIMITED TO CLAIMS BASED ON LATENT DEFECTS. IN NO EVENT SHALL BUYER BE ENTITLED TO INCIDENTAL OR CONSEQUENTIAL DAMAGES. ANY ACTION BY BUYER ARISING HEREUNDER OR RELATING HERETO, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES, MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR IT SHALL BE BARRED.

6. PATENTS

Seller agrees to assume the defense of any suit for infringement of any United States patents brought against Buyer to the extent such suit charges infringement of an apparatus or product claim by Seller's product in and of itself, provided (i) said product is built entirely by Seller's design, (ii) Buyer notifies Seller in writing of the filing of such suit within ten (10) days after the service of process thereof, and (iii) Seller is given complete control of the defense of such suit, including the right to defend, settle and make changes in the product for the purpose of avoiding infringement. Seller assumes no responsibility for charges of infringement or any process or method claims, unless infringement of such claims is the result of following specific instructions furnished by Seller.

7. PAST DUE ACCOUNTS

Buyer agrees to pay Seller interest at the rate specified on Seller's Order Acknowledgement or invoice on all amounts not paid when due. If legal action is instituted to collect any amounts not paid when due, Buyer agrees to pay Seller's reasonable attorney's fees, collection expenses and court costs. If Buyer shall fail to make any payments when due, Seller may withhold all subsequent deliveries until full payment is made.

8. OTHER

A. Notwithstanding any tool, die or pattern charges or amortization in connection therewith, all special tooling and related items shall be and remain the property of Seller.

B. Drawings, products and parts are subject to change in the event Buyer requests changes as in this agreement. If Buyer desires to defer the time of shipment, Seller reserves the right to invoice Buyer when the products and parts are finished and to charge a warehouse fee for storage and shipment in mass.

C. Special products and parts made to special specifications may not be cancelled or returned without Seller's written consent and upon terms established at Seller's discretion.

D. Buyer may not assign this agreement nor any interest in it without the written consent of Seller.

9. NOTICE

Dresser Industries, Inc. values highly the confidence and goodwill of its customers and suppliers. We offer our products only on their merit, and we expect our customers to judge and purchase our products and services solely on the basis of quality, price, delivery and service. Likewise, Dresser buys only on merit, and we judge and purchase solely on the basis of quality, price, delivery and service. This Dresser Corporate policy applies in all relationships with our customers and suppliers.

"DELIVERIES WILL BE MADE AT THE PRICE OR PRICES IN EFFECT ON THE DATE OF SHIPMENT"

"The Minimum Billing of Any Order is $50.00"

REFER TO QUOTATION
NO. 01548-425T IN ORDER
OR CORRESPONDENCE

DRESSER MANUFACTURING DIVISION
DRESSER INDUSTRIES, INC.

The description for the 16" flanged adapter we propose to supply is as follows: (Two (2) flanged adapters are required for each butterfly valve unit.)

16" Dresser Style #128 Flanged Adapter with corrosion resistant bolts and nuts for the mechanical joint ends and necessary gaskets.

Price to apply, $236.00 each net

As per our conversation, should stainless steel nuts and bolts be required, add $85.00 to the unit price of each adapter.

Note: Dresser does not supply the bolts and nuts required for the flange end of the flanged adapters.

Enclosed please find descriptive literature covering our Style #128 Flanged Adapter.

Shipment of the quoted items would be 30 to 45 days after receipt of a written release or approved drawings. Our terms are net 30 days, F.O.B. Anniston, Alabama or Bradford, Pennsylvania with freight prepaid and allowed to Fort Wayne, Indiana.

Please be advised that the Dresser Standard Terms of Sale as stated on the reverse side hereof are also an integral part of this quotation.

Dresser Manufacturing Division appreciates the opportunity to quote on your requirements and we will be looking forward to receiving your order. Should you require any additional information or if we may be of any further service to you, please do not hesitate to contact us.

Sincerely,

T. D. Clark,
Quotation Administrator,
DRESSER MANUFACTURING DIVISION

ek

Enclosures

DRESSER INDUSTRIES, INC.
DRESSER MANUFACTURING DIVISION

STANDARD TERMS OF SALE

1. GENERAL

A. Seller's prices are based on these sales terms and (i) this document, together with any additional writings signed by Seller, represents a final, complete and exclusive statement of the agreement between the parties and may not be modified, supplemented, explained or waived by parol evidence, Buyer's purchase order, a course of dealing, Seller's performance or delivery, or in any other way except in writing signed by an authorized representative of Seller, and (ii) these terms are limited to and govern all sales of Seller and Buyer hereunder, including sales and use of products, parts and all related matters. Any references by Seller to Buyer's specifications and similar requirements are only to describe the products and parts covered thereby and no warranties or other terms therein shall have any force or effect. Catalogs, circulars and similar pamphlets of Seller are issued for general information purposes only and shall not be deemed to modify the provisions hereof. All orders and contracts are subject to acceptance by Seller.

B. Prices which include freight allowance are based upon freight rates in effect on the date of quotation utilizing the economical common carrier route to destination or to freight station or rail point closest to destination. If routing or method of shipment required is more costly than the most economical common carrier route, the difference will be at Buyer's expense.

C. This agreement formed hereby and the language herein shall be construed and enforced under the Uniform Commercial Code as in effect in the State of Pennsylvania, U.S.A. on the date hereof.

2. TAXES

Any sales, use or other similar type taxes imposed on this sale or on this transaction are not included in the price. Such taxes shall be billed separately to Buyer. Seller will accept a valid exemption certificate from the Buyer if applicable; however, if an exemption certificate previously accepted is not recognized by the governmental taxing authority involved and the Seller is required to pay the tax covered by such exemption certificate, Buyer agrees to promptly reimburse Seller for the taxes paid.

3. PERFORMANCE, INSPECTION AND ACCEPTANCE

A. All products and parts shall be finally inspected and accepted within ten (10) days after arrival at point of delivery. All claims whatsoever by Buyer (including claims for shortages) excepting only those provided for under the WARRANTY AND LIMITATION OF REMEDY AND LIABILITY and PATENTS clauses hereof must be asserted in writing by Buyer within said ten (10) day period or they are waived. If this contract involves partial performances, all such claims must be asserted within said ten (10) day period for each partial performance. There shall be no revocation of acceptance. Rejection may be only for defects substantially impairing the value of products or parts and Buyer's remedy for lesser defects shall be those provided for under the WARRANTY AND LIMITATION OF REMEDY AND LIABILITY clauses.

B. Seller shall not be responsible for nonperformance or delays in performance occasioned by any causes beyond Seller's reasonable control, including, but not limited to, labor difficulties, delays of vendors or carriers, fires, governmental actions and material shortages. Any delays so occasioned shall effect a corresponding extension of Seller's performance dates which are, in any event, understood to be approximate. In no event shall Buyer be entitled to incidental or consequential damages for late performance or a failure to perform. Shipping arrangements must be agreed upon between Buyer and Seller before shipments are made.

C. When Buyer requests tests or inspections not regularly furnished, the cost of such tests or inspections shall be paid by Buyer unless otherwise arranged for.

D. Buyer may not return products or parts for credit unless Seller's prior written consent is obtained for each return. All return shipments must clearly identify Buyer's name and address and all return transportation charges must be prepaid. A restocking charge of twenty percent (20%) of the original purchase price (with a minimum charge of $50.00) will be charged against all returns along with a charge for any reconditioning that is deemed necessary by Seller.

4. TITLE AND RISK OF LOSS

Full risk of loss (including transportation delays and losses) shall pass to Buyer upon delivery of products to the f.o.b. point.

5. WARRANTY AND LIMITATION OF REMEDY AND LIABILITY

A. Seller warrants that its products and parts, when shipped, will meet all applicable specifications and other specific product requirements (including those of performance), if any, of this agreement, and will be free from defects in material and workmanship. All claims under this warranty must be made in writing immediately upon discovery and, in any event, within one (1) year from shipment of the applicable products or parts. Non-conforming and defective products or parts must be held for Seller's inspection and returned to the original f.o.b. point upon written request. THE FOREGOING IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES WHATSOEVER, EXPRESSED, IMPLIED AND STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS.

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8. OTHER

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"DELIVERIES WILL BE MADE AT THE PRICE OR PRICES IN EFFECT ON THE DATE OF SHIPMENT"
"The Minimum Billing of Any Order is $50.00"

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145 JEFFERSON RD. • MULBERRY, INDIANA 46058
PHONE (317) 296-2400

Not located in body in disc. Corrosion det. Stop in the operator no Chevron type Flange (do not supply flange bolts.) Nut bolts corrosion.

"WATER IS OUR ONLY BUSINESS"

A centrally located warehouse with a most complete stock of water distribution equipment, representing Ford Brass and Meter Covers, Kennedy Hydrants and Valves, Rockwell Meters, Hays Brass, Griffin Pipe, Advance Chlorinators, Smith Blair Repair Clamps, Tyler Fittings, Johns-Manville Pipe, etc.

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9/30/77

5) Valve $897.00 ea 7,136.00

2) 7 flange 236.00 ea. 472.00
Dresser #178
Corrosive bolt 7,608.00
no S.S.
add $85.00
per flange - 321.00 ea
for S.S. with stainless
steel bolts.

1) 7 flanges
Deb. 5th - 4wks
16" butterfly 30-45 days
Fut. allowed to dest.

Tom Clark
Dresser Industries

AMERICAN
CAST IRON PIPE COMPANY
CAST AND DUCTILE IRON PIPE DIVISION

4" - 54" DUCTILE IRON PIPE AND FITTINGS
2" - 48" CAST IRON PIPE AND FITTINGS
AMERICAN-DARLING VALVES AND HYDRANTS

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TEL. 312/799-2240 • TELEX 025-4646

ROBERT C. BRAMLETTE, MANAGER
HARBERT L. BROWN
HANK H. CARROLL
FRANK R. MARINO

September 27, 1977

Ms. Ruth Winget, Buyer
City of Fort Wayne
Department of Purchases
One Main Street
Fort Wayne, Indiana 46802

Dear Ms. Winget:

REQUEST FOR QUOTATION NO. 0017
RECEIVED SEPTEMBER 28, 1977

With reference to the above quotation covering 16" butterfly valves, we are interested in knowing outcome of this offering. Appreciate your sending us unit tabulation of bids as received, and thanks.

Yours very truly,

AMERICAN CAST IRON PIPE COMPANY

Robt Bramlette
District Sales Manager

rs

5836

TITLE OF ORDINANCE Special Ordinance - City Utilities Purchase Order 9307 - Water Works Suppliers

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

S-77-10-35

SYNOPSIS OF ORDINANCE City Utilities Purchase Order 9307 to Water Works Suppliers in amount of $11,992.50 for thirteen (13) 16" Butterfly Valves, Kennedy 50 "C" Mechanical Joint with accessories for Water Engineering Department.

(See attached memorandum)

EFFECT OF PASSAGE Ability to provide valves for two (2) projects ready for construction (only 3 valves are in stock and needed for repairs).

EFFECT OF NON-PASSAGE Inability to construct projects.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $11,992.50 from Water Utility.

ASSIGNED TO COMMITTEE

City Utilities